



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding TWENTY ONE HOLDINGS  
LTD and [tenant name suppressed to protect  
privacy]

## **DECISION**

**Dispute Codes:** FFL MNDL-S

### **Introduction**

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for an Order of Possession for:

- a monetary order for compensation for damage, money owed or losses under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72 .

While the landlord's agents, AM and GR ('landlord'), attended the hearing by way of conference call, the tenant did not. I waited until 1:40 p.m. to enable the tenant to participate in this scheduled hearing for 1:30 p.m. The landlord's agents were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord's agent testified that the tenant was served with the landlord's application for dispute resolution hearing package ('Application') and evidence on November 7, 2018 by way of registered mail to the forwarding address provided by the tenant. The landlord confirmed the tracking number in the hearing. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's application and evidence on November 12, 2018, five days after its registered mailing.

### **Issue(s) to be Decided**

Is the landlord entitled to monetary compensation for damage or losses?

Is the landlord entitled to recover their filing fee for this application?

### **Background and Evidence**

The landlord's agents testified regarding the following facts. This tenancy began on July 1, 2017, and ended on October 25, 2018. Monthly rent was set at \$1,775.00, and the

landlord collected a security deposit of \$885.00, which the landlord still holds. A copy of the tenancy agreement was included in the landlord's evidence.

The landlord's agents testified that the home was brand new in 2017 when the tenant moved in. The landlord submitted a monetary claim for \$910.00 in order to recover their losses associated with the tenancy as listed below:

Item	Amount
Cleaning	\$180.00
Floor Repair	180.00
Painting	450.00
Filing Fee	100.00
<b>Total Monetary Order Requested</b>	<b>\$910.00</b>

The landlord's agents testified that the tenant failed to leave the rental unit in clean and undamaged condition upon move out. The landlord supported the above monetary claim with invoices, quotes, pictures, as well as the move in and move out inspection reports in their evidence package.

### **Analysis**

Section 37(2)(a) of the *Act* stipulates that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. I find that the landlord provided sufficient evidence to show that the tenant did not take reasonable care and attention when vacating the suite. I also find that the landlord supported their claims with invoices, quotes, as well as photos and the move in and move out inspection reports. Accordingly, I find the landlord is entitled to compensation for these losses. I issue a monetary award of \$810.00 for the cost of cleaning and losses associated with this tenancy due to the tenant's failure to comply with section 37(2)(a) of the *Act*.

I find that the landlord's Application has merit and that the landlord is entitled to recover the fee for filing this Application.

In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain the tenant's security deposit plus applicable interest in satisfaction of the monetary claim. Over the period of this tenancy, no interest is payable on the security deposit.

**Conclusion**

I issue a Monetary Order in the amount of \$25.00 in the landlord's favour under the following terms which allows the landlord to retain the security deposit in satisfaction of the monetary claim for damages and losses, plus recover the \$100.00 filing fee for this application.

<b>Item</b>	<b>Amount</b>
Cleaning	\$180.00
Floor Repair	180.00
Painting	450.00
Filing Fee	100.00
Less Security Deposit held by landlord	-885.00
<b>Total Monetary Order</b>	<b>\$25.00</b>

The tenant(s) must be served with this Order as soon as possible. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 4, 2019

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Residential Tenancy Branch